ORDER FOR SUPPLIES OR SERVICES									PAGE 1 OF 17			
								-				
			ER/AGREEMENT NO.	2. DELIV	VERY ORDER	/CALL NO.	3. DATE OF OF (YYYYMMMD) 2003APR2	O)		UISITION/PURCH RE	QUEST NO.	5. PRIORITY
					3912A	DOA4 8. DELIVERY FOB						
TACOM AMSTA-AQ-ADBX INGRID CUFFARO (586)574-8901 WARREN, MICHIGAN 48397-5000 EMAIL: CUFFAROI@TACOM.ARMY.MIL HTTP://CONTRACTING.TACOM.ARMY.MIL						201 SUI	MA CENTRAL P PENN ST. TE 201 ADING, PA		/ANIA 01-4054	200	1012	DESTINATION X OTHER (See Schedule if other)
9. CONTR	ACTOR			CODE	15971	FACII		10. DI		OB POINT BY (Date)		11. X IF BUSINESS IS
	•						•	(Y	YYYMMMDI	D)		SMALL
			IC CONNECTORS, 1 H 5TH STREET	INCORPO	RATED				SCHEDULE			SMALL
NAME AND ADDRESS		G :	PA 19602-1601						ISCOUNT TEI : 30 Days	RMS		DISADVANTAGED X WOMAN-OWNED
	•						•	13. M.	AIL INVOICE	S TO THE ADDRESS	IN BLOCK	
14. SHIP T		US	INESS: Other Sma	CODE	iness Perf		U.S. T WILL BE MAD		Block 15	COD	E HQ0337	MARK ALL
	SCHEDULE			CODE		DFA DFA P.O	AS - COLUMBU AS-CO/NORTH). BOX 18226	S CENTE ENTITLE	EMENT OPER		E IIQUSSY	PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2
16. TYPE	DELIVERY/ CALL		THIS DELIVERY ORDE	R IS ISSUED	ON ANOTHER (GOVERNMENT AC	GENCY OR IN ACCO	RDANCE W	VITH AND SUBJE	ECT TO TERMS AND COM	NDITIONS OF ABOV	E NUMBERED CONTRACT.
OF ORDER	PURCHASE	х	Reference your TOM TARASEWICE	Oral H	_	-	AAE0703QT122	, D	Dated 2003F	EB19 .		
		**	ACCEPTANCE. THI							MBERED PURCHASI AND AGREES TO PE		MAY PREVIOUSLY HAVE ME.
NAME OF CONTRACTOR SIGNATURE TYPED NAME AND TITLE DATE SIGNED (YYYYMMMDD) If this box is marked, supplier must sign Acceptance and return the following number of copies: 17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE												
CFF	SCHEDULE										FMS REOUI	D EMENT
18. ITEM		ЭНЕ	EDULE OF SUPPLIES/SI	ERVICE			20. QUANTI ORDERED/ ACCEPTED		21. UNIT	22. UNIT PRICE	23. AMOUNT	REMEN I
	CONT Fi KINE	rra irm	CHEDULE ACT TYPE: 1-Fixed-Price OF CONTRACT: Dly Contracts and	d Price	ed Orders							
* If quantity	accepted by the	Go	vernment is 2	4. UNITED	STATES OF A	AMERICA					25. TOTAL	\$15,300.00
If different	uantity ordered, i t, enter actual qu rdered and encir	ıant	ity accepted below	BY:		-SANCHEZ / @TACOM.ARM	'SIGNED/ MY/ MIC NÉ B 10)			ORDERING OFFICER	26. DIFFERENCES	3
		7	N 20 HAS BEEN									•
	PECTED TURE OF AUTE	_	RECEIVEDA			ORMS TO CON	c. DATE (YYYYMM)		d. PRINTE	D NAME AND TITLE ESENTATIVE	OF AUTHORIZE	D GOVERNMENT
e. MAILI	NG ADDRESS C)F A	AUTHORIZED GOVERN	MENT RE	PRESENTATI	VE	28. SHIP. NO).	29. D.O. VOU	CHER NO.	30. INITIALS	
f. TELEP	HONE NUMBEI	R	g. E-MAIL A	ADDRESS			PART		32. PAID BY		33. AMOUNT V	ERIFIED CORRECT FOR
36. I CER'	TIFY THIS ACC	OU	INT IS CORRECT AND I	PROPER F	OR PAYMEN	т.	31. PAYME	NT			34. CHECK NU	MBER
a. DATE			b. SIGNATURE AND				СОМ	PLETE			35. BILL OF L	ADING NO.
(YYYYM!	MMDD)						FINAL					22.0.10.
37. RECE	IVED AT		38. RECEIVED BY (P	'rint)	39. DATE RE		40. TOTAL (CON-	41. S/R ACC	OUNT NUMBER	42. S/R VOUCH	IER NO.

(TACOM)

Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-P-T310

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Name of Offeror or Contractor: ELECTRONIC CONNECTORS, INCORPORATED

SUPPLEMENTAL INFORMATION

Regulatory Cite	Title	Date
52.204-4849	ACCEPTANCE APPENDIXSOLICITATION/CONTRACT NUMBERS	MAR/2000

(a) Purchase Order Number: DAAE07-03-P-T310 is awarded to Electronic Connectors, Inc. The Government accepts your quote dated 20 Feb 2003 in response to Solicitation Number: DAAE07-03-Q-T122, signed by Tom Tarasewich, President of your company.

[end of clause]

2 TACOM DISCLOSURE OF UNIT PRICE INFORMATION

DEC/2002

This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23, 1987), of our intention to release unit prices in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such posting prior to submission of initial proposals.

[End of Notice]

3 52.204-4016 TACOM-WARREN ELECTRONIC CONTRACTING (TACOM)

MAR/2001

- (a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (http://contracting.tacom.army.mil/opportunity.htm) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at http://contracting.tacom.army.mil/ebidnotice.htm for more information. Any requirements included in the solicitation take precedence over quidance found on the TACOM contracting web page.
- (b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.
- (c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.
- (d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards.
- (e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil
- (f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at http://www.ecrc.ctc.com

[End of Clause]

Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-P-T310 MOD/AMD

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Name of Offeror or Contractor: ELECTRONIC CONNECTORS, INCORPORATED

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 5995-01-425-7124 FSCM: 19207 PART NR: 12448168 SECURITY CLASS: Unclassified				
0001AA	PRODUCTION QUANTITY	2	EA	\$ 850.00000	\$1,700.00
	NOUN: WIRING HARNESS PRON: EH3A8017EH PRON AMD: 01 ACRN: AA AMS CD: 070011 FMS CASE IDENTIFIER: EG-B-UTQ				
	Description/Specs./Work Statement TOP DRAWING NR: 12448168 DATE: 28-OCT-2002				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-2073-1D UNIT PACK: 1 INTERMEDIATE PACK: 1 LEVEL PRESERVATION: Military LEVEL PACKING: B				
	MARKING OF EXTERIOR PACK TO BE SHOWN IN ACCORDANCE WITH MILSTD 129.				
	(End of narrative D001)				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Inspection/Acceptance at origin means that you MUST contact the DCMC to arrange for a Government inspection BEFORE you ship the supplies called out in this order. Failure to have the items inspected and accepted will result in their rejection at the destination. The rejected supplies will be returned to you at your expense.				
	(End of narrative E001)				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 BEGB5N2183A499 BA3UTQ L BEGB00 2 PROJ CD BRK BLK PT BEG003 DEL REL CD QUANTITY DEL DATE				
	DEL REL CD QUANTITY DEL DATE 001 2 15-SEP-2003				

Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-P-T310 MOD/AMD

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Name of Offeror or Contractor: ELECTRONIC CONNECTORS, INCORPORATED

ITEM NO	SUPPLIES/SERVICES SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FOB POINT: Origin SHIP TO: Contact DCMA for shipping instructions MARK FOR: MINISTRY OF DEFENSE REQUIREMENTS DEPARTMENT ARMOR DEPARTMENT - F200 ABU ZABAL, KALUNIA EGYPT				
	CONTRACT/DELIVERY ORDER NUMBER DAAE07-03-P-T310/0000				
0001AB	PRODUCTION QUANTITY	16	EA	\$850.00000	\$13,600.00
	NOUN: WIRING HARNESS PRON: EH3A8017EH PRON AMD: 01 ACRN: AA AMS CD: 070011				
	Description/Specs./Work Statement TOP DRAWING NR: 12448168 DATE: 28-OCT-2002				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-2073-1D UNIT PACK: 1 INTERMEDIATE PACK: 1 LEVEL PRESERVATION: Military LEVEL PACKING: B				
	MARKING OF EXTERIOR PACK TO BE SHOWN IN ACCORDANCE WITH MILSTD 129.				
	(End of narrative D001)				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Inspection/Acceptance at origin means that you MUST contact the DCMC to arrange for a Government inspection BEFORE you ship the supplies called out in this order. Failure to have the items inspected and accepted will result in their rejection at the destination. The rejected supplies will be returned to you at your expense. (End of narrative E001)				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 002 W56HZV2291T774 W25G1U J 2				

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Name of Offeror or Contractor: ELECTRONIC CONNECTORS, INCORPORATED

ITEM NO	SUPPI	LIES/SERVIC	ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
		UANTITY	DEL DATE				
	001	16	15-SEP-2003				
	EOD DOTAGE OF A						
	FOB POINT: Origin						
	SHIP TO: PARCEL POS (W25G1U) XU TRANS	T ADDRESS PORTATION OF	T.C.E.D.				
	1	CUMBERLAND					
		MISSION DOOR					
	NEW CUME	BERLAND	PA 17070-5001				
	CONTRACT	COLIVERY OR	DER NUMBER				
		E07-03-P-T31					

	CONTINUATION SHEET			TT	Reference No. of Document Being Continued					Page 6 of 17		
	CONTIN	UAI	ION	SHE	LE I	PIIN/SIIN	DAAE0	7-03-P-T310	MOD/	AMD		
Name	of Offeror or	Cont	ractor	ELE	CTRONIC CO	NNECTORS, INC	ORPORA	TED				
CONTRAC	T ADMINISTRA	TION	DATA									
LINE <u>ITEM</u>	PRON/ AMS CD	ACRN	OBLG STAT	ACCO	DUNTING CLA	ASSIFICATION			JOB ORDER <u>NUMBER</u>	ACCOUNTI STATION	NG	OBLIGATED AMOUNT
0001AA	EH3A8017EH	AA	2	97	X4930AC61	6D	26FB	S20113		W56HZV	\$	1,700.00
0001AB	EH3A8017EH	AA	2	97	X4930AC61) 6D	26FB	S20113		W56HZV	\$	13,600.00
										TOTAL	\$	15,300.00
SERVICE NAME Army		L BY	<u>ACRN</u>	<u>ACC0</u> 97	DUNTING CLA X4930AC61	ASSIFICATION O 6D	26FB	S20113	ACCOU STATI W56HZ	ON	\$_	OBLIGATED AMOUNT 15,300.00

TOTAL \$ 15,300.00

CO	רוא	CTN	JT.	T A	T	m	T	CL	IF	יים	г
			v	ΙA			II N	. S. I.	1 H.	н. І	

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Name of Offeror or Contractor: ELECTRONIC CONNECTORS, INCORPORATED

Traine of O	neror or contractor:	ELECTRONIC CONNECTORS, INCORPORATED	
CONTRACT CL	AUSES		
4	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
5	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
6	52.222-19	CHILD LABORCOOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
7	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
8	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
9	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFERCENTRAL CONTRACTOR REGISTRATION	MAY/1999
10	52.242-10	F.O.B. ORIGINGOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
11	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in	APR/1984
		paragraph (a) of the clause applies in this contract. The agency	
		name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE &	
		ARMAMENTS COMMAND	
12	52.247-29	F.O.B. ORIGIN	JUN/1988
13	52.247-52	CLEARANCE AND DOCUMENTATION REQUIREMENTS - SHIPMENTS TO DOD AIR OR	APR/1984
		WATER TERMINAL TRANSSHIPMENT POINTS	
14	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
15	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
16	52.247-65	F.O.B. ORIGIN - PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS	JAN/1991
17	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
18	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
19	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (Alternate I	DEC/2000
		dated Dec 2000)	
20	52.209-1	QUALIFICATION REQUIREMENTS	FEB/1995

- (a) Definition: <u>Qualification requirement</u>, as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.
- (b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) SEE SUPPORTING ACTIVITY(IES) LISTED IN THE SPECIFICATION(S) (Address)

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name		-		
Manufacturer's Name				
Source's Name				
Item Name				
Service				
Identification	Test Number	(to	the extent	known)

- (d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.
- (e) If an offeror, manufacturer, source product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

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Name of Offeror or Contractor: ELECTRONIC CONNECTORS, INCORPORATED

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

[End of Clause]

21 52.211-4014 UNIT PACK QUANTITY (TACOM)

OCT/1987

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For purposes of determining the level at which unit identification and marking are required on this action per specification MIL-STD-129N, the unit pack quantity that applies to items is 01.

**

22 52.211-4015 CONFIGURATION CONTROL--ENGINEERING CHANGES (TACOM)

JUL/2002

- (a) DEFINITIONS:
- (1) Engineering Change Proposal (ECP). An ECP is a suggestion that we (the Government) permanently change some requirement of the Technical Data Package (TDP). ECPs can be issued before or during contract performance. NOTE: The current Government Standard allows us ninety days to process routine ECPs. If you (the contractor) need a response in less than ninety days to meet contract requirements, you should consider submitting a deviation along with your ECP.
- (2) Request for Deviation (RFD). A RFD is a one-time request to deviate from TDP requirements. You must submit your deviation request before you deviate from the TDP requirements. You can request a deviation for a specific number of parts or the entire contract quantity.
 - (3) Value Engineering Change Proposal (VECP). A proposal that --
 - (i) Requires a change to the instant contract; and
- (ii) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change --
 - (A) In deliverable end item quantities only;
 - (B) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
 - (C) To the contract type only.
 - (4) Notice of Revision (NOR). A NOR describes the proposed changes to a technical document being requested by an ECP.
- (b) When will TACOM start processing change requests? TACOM won't start processing any ECP, VECP, or RFD until we receive the ACO's comments (see paragraph (e) below) and the ECP, VECP, or RFD documentation.
- (c) Contractor Responsibility. ECPs, VECPs, and RFD shall contain information per the instructions outlined on the Data Delivery Descriptions (DDDs) which can be found at the following website: http://contracting.tacom.army.mil/engr/engrchange.htm. Forms for preparing an ECP, VECP, or a RFD can also be found at this website. You may use other media, as long as you give us all the information outlined in the DDDs.
 - (1) Identify the two-digit Weapon System Code (WSC) on your submittal. The WSC for this procurement is JT.
- (2) The Contractor shall submit ECPs/VECPs/RFDs to the Government electronically. You must use one of the following electronic mediums: 100 megabyte Zip*-disk, 3 1/2 inch disk, 650 megabyte CD ROM, or E-mail. (E-mail files must be sized 3.5 mb or less.) Identify the software application, and version, that you used to create each file submitted.
- (3) ECPs/VECPs/RFDs submitted in paper form are unacceptable and will be returned. You must use one of the following electronic formats:
- (i) Files readable using these Microsoft 97 Office Products: Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.
 - (ii) Files in Adobe PDF (Portable Document Format).

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Name of Offeror or Contractor: ELECTRONIC CONNECTORS, INCORPORATED

(iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic ECPs/VECPs/RFDs and be accessible offline.

- (iv) Other electronic formats. Before preparing your ECPs, VECPs or RFDs in any other electronic format, please e-mail the engineer, copy-furnished to the buyer and ACO, to obtain a decision as to the format's acceptability. Failure to e-mail the engineer to seek an alternate format's acceptability may result in rejection of your submission. All alternate methods must be at no cost to the Government. NOTE: The above formats may be submitted in compressed form using self-extracting files.
 - (d) Submittal Procedures for ECPs/VECPs/RFDs.
 - (1) Send one copy of the ECP, VECP or RFD in electronic format to your ACO.
 - (2) Send one copy of the ECP, VECP or RFD in electronic format to the buyer listed on the solicitation/ contract document.

WARNING - Submit complete, legible, virus free packages per paragraphs 1 and 2 above, or we may return your ECP/VECP/RFD without processing them.

(e) ACO Responsibility. Within ten working days from the day you receive the contractor's request, the ACO must prepare Comments on the ECP, VECP, or RFD in electronic format, and forward it as follows:

ECPs, VECPs, and RFDs. Email a copy of the contractor's request and ACO comments (DD Form 1998) to the engineer CHERYL MILLINER, AMSTATR-E-FMTV, 586-574-5095 and the buyer, INGRID CUFFARO, AMSTA-LC-CJBX, 586-574-8901 identified in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

- (f) Approval of ECPs, VECPs and RFDs.
- (1) ECPs should be used to make permanent changes in the Government Technical Data Package (TDP). Contractual relief should be requested using a Request for Deviation. This is because the Government requires more time to analyze any proposal to permanently change the specification or TDP. Cost saving improvements to the TDP should be submitted as a VECP, if a VE clause is contained in the contract.
- (2) ECPs. TACOM will review and make a decision within the ninety day timeframe. Notification of our decision will be made by the contracting officer or representative.
 - (3) RFDs. Decision on RFDs will be made within 30 days from the date we receive them from the ACO.
- (g) Processing Emergency and Urgent ECPs. Ordinarily, ECPs submitted by the contractor will be deemed routine. If you submit an ECP that you consider to be an emergency or urgent (as defined in paragraph 11 of DDD for ECPs), you must immediately notify the PCO. TACOM will review the criticality of the ECP, and, if we determine that it is urgent or critical, we'll follow the appropriate processing time-frames as outlined in paragraph 11 of the DDD for ECPs.
- (h) Reminder Only the PCO can change the Contract. NO OTHER GOVERNMENT REPRESENTATIVE is authorized to make a commitment for, or bind the Government.
 - (i) RFDs shall contain sufficient pricing data to determine if a downward equitable adjustment to the contract is required.
 - (i) Ouestions.
- (1) Questions about preparation and submittal of change request should be directed to the Government Quality Assurance Representative (QAR).
- (2) Questions about the status of change requests you've already submitted, contact the buyer. You can find the buyer's name, number and e-mail address in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

[End of Clause]

23 52.246-4052 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT--TACOM QUALITY SYSTEM MAR/2000 (TACOM) REQUIREMENT

The Quality System for this procurement is: MIL-I-45208

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Name of Offeror or Contractor: ELECTRONIC CONNECTORS, INCORPORATED

24 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (Alternate III dated May 2002) MAY/2002

- (a) Definitions. As used in this clause--
- (1) <u>Components</u> means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
 - (2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
 - (3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.
 - (4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) <u>Subcontractor</u> means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.
- (6) <u>Supplies</u> means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
- (ii) <u>Supplies</u> includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) <u>U.S.-flag vessel</u> means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
 - (b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
 - (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
 - (i) This contract is a construction contract; or
 - (ii) The supplies being transported are-
 - (A) Noncommercial items; or
 - (B) Commercial items that-
 - (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
 - (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
 - (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--
 - (1) U.S.-flag vessels are not available for timely shipment;
 - (2) The freight charges are inordinately excessive or unreasonable; or
 - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--
 - (1) Type, weight, and cube of cargo;
 - (2) Required shipping date;

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- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information-
 - (1) Prime contract number;
 - (2) Name of vessel;
 - (3) Vessel flag of registry;
 - (4) Date of loading;
 - (5) Port of loading;
 - (6) Port of final discharge;
 - (7) Description of commodity;
 - (8) Gross weight in pounds and cubic feet if available;
 - (9) Total ocean freight in U.S. dollars; and
 - (10) Name of the steamship company.
- (f) The Contractor shall insert the substance of this clause, including this paragraph (f) in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

[End of Clause]

25 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING (TACOM)

DEC/2002

- (a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website http://farsite.hill.af.mil/
- (b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: http://www.ccr2000.com . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)
- (c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
Rock Island: http://aais.ria.army.mil/AAIS/AWDINFO/index.htm
Picatinny: http://procnet.pica.army.mil/Contracts/Index.htm
Red River Army Depot: http://www.redriver.army.mil/contracting/Awards
Anniston Army Depot: http://www.anadprocnet.army.mil

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they

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will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

- (1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".
- (2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at http://www.acq.osd.mil/ec/ecip/index.htm . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.
- (e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:
 - (1) Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access
 - (2) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM
 - (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).
- (4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idg@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

26 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999 (TACOM)

- (a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)
- (b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.
- (c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).
- (d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.
- (e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

27 52.211-4008 DRAWING LIMITATIONS NOV/2002

(a) The drawings supplied with this contract are <u>not</u> shop or process drawings. They are engineering design drawings. They are adequate to permit manufacture, and:

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- (1) depict the completed (item(s), and
- (2) serve as the basis for inspection of the completed item(s).
- (b) These drawings DON'T cover intermediate drawings/specifications or steps in the manufacturing process. As a result, even if you meet all the dimensions and tolerances specified in the engineering design drawing for each individual part, a cumulative unacceptable fit for the contract item could result.
- (c) $\underline{\text{YOU ARE RESPONSIBLE}}$ for producing the shop or process drawings needed to cover intermediate steps in the manufacturing process.
- (d) The Contractor agrees that he has obtained all specifications and drawings necessary to manufacture the items being solicited in accordance with the TDP including all incorporated specifications and drawings. The contractor is responsible for having all drawings and specifications. Delivery delays are not excusable where the contractor asserts that it did not have a specification or drawing and has failed to request, in writing, the specification from either the Contracting Officer or Contract Specialist prior to the solicitation closing date.
- (e) If you fail to produce an end item with a cumulative fit that conforms to Government drawings, specifications or other supplemental manufacturing documentation, you'll be responsible for correcting this condition at no additional cost to the Government and no delivery schedule extension.

[End of Clause]

28 52.211-4047 NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL APR/2000 (TACOM) (NEGOTIATED)

- (a) We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.
 - (b) Definitions:
- (1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.
 - (2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.
- (3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
 - $\hbox{\tt (4)} \quad \hbox{\tt "Remanufactured" means factory rebuilt to original specifications.}$
- (5) "Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials
 - (6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.
- (c) Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.
 - (d) Offers to provide other than new material shall be submitted to the Contracting Officer for approval:
- (7) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.
- (8) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies.
- (9) A proposal to provide residual inventory shall include the Government or commercial contract number of the terminated contract and the name of the original contractor.
 - (e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are

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approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

[End of Clause]

29 52.211-4049 (TACOM) PART NUMBERS NOT CURRENTLY APPROVED

NOV/1983

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As specified elsewhere in this solicitation, part or all of the contract item to be procured hereunder is restricted to certain approved manufacturer's part numbers as set forth in the Schedule and/or the Technical Data Package. Any firm that produces an item which it believes to be equivalent to one of these approved part numbers is hereby encouraged to have such item tested and approved, so that the item will be eligible to be bought on future acquisitions. Please write to the attention of the buyer at the address indicated on the cover page of this solicitation and request a statement of the procedures by which items can be tested and approved for procurement. Such an enquiry should cite the applicable National Stock Number (NSN), the already approved part number, the part number of the item which the enquirer believes to be identical to our approved item, and a brief statement of the basis on which the new item is believed to be equivalent to our already approved item.

[End of Provision]

30 52.213-4010 (TACOM)

ADDITIONAL GENERAL CLAUSES

FEB/1997

The following three FAR clauses apply to this purchase order, in addition to the other clauses contained in, or cited in, the document:

(1) CHANGES-FIXED-PRICE

(AUG 1987)

52.243-1

- (i) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
 - (A) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
 - (B) Method of shipment or packing.
 - (C) Place of delivery.
- (ii) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- (iii) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
- (iv) If the Contractor's proposal includes the cost of property made, obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.
- (v) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

[End of Clause]

(2) TERMINATION FOR CONVENIENCE OF THE GOVERNMENT 52.249-1

(APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

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[End of Clause]

(3) DEFAULT--FIXED-PRICE SUPPLY AND SERVICE 52.249-8

(APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. See referenced FAR cite for full provision.

[End of Clause]

31 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002
The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.

Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of clause]

32 52.225-4000

VERIFICATION OF FOREIGN MILITARY SALES (FMS) ADDRESSES

APR/2000

At least 10 days prior to the first shipment of supplies under this order, the Contractor shall submit an email request to the cognizant Transportation Office via the Administrative Contracting Officer (ACO) for verification of the FMS "ship-to" address(es) contained in this order.

[End of Clause]

33 52.246-4005 (TACOM) INSPECTION AND ACCEPTANCE POINTS: ORIGIN

FEB/1995

The Government's inspection and acceptance of the supplies offered under this order shall take place at ORIGIN. Offeror must specify below the exact name and address of his facility, or his subcontractor's facility, where supplies to be furnished under this order will be available for origin inspection

Contractor's Plant:

(Name and Address)

Subcontractor's Plant:

(Name and Address)

[End of Clause]

34 52.246-4026 (TACOM)

LOCAL ADDRESS FOR DD FORM 250

MAR/2002

- (a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:
 - (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

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(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

- (b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.
 - (c) The DD250 form may be found, in three different formats, on the World Wide Web at http://web1.whs.osd.mil/icdhome/DD-0999.htm

[End of Clause]

35 52.247-4003

CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS THROUGH THE DEFENSE TRANSPORTATION SYSTEM FROM OCONUS CONTRACTOR FACILITIES

MAR/2002

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- (a) All shipments to water or air ports for transshipment to (i) destinations in the continental United States (CONUS), or (ii) other areas outside the continental United States (OCONUS), are subject to clearance and documentation procedures in accordance with the requirements of DOD 4500.32-R, Military Standard Transportation and Movement Procedures (MILSTAMP).
- (b) Notwithstanding other requirements in this contract with respect to marking of shipments, all shipments moving through the DTS will be marked in accordance with the requirements of MILSTAMP, MIL-STD-129, Military Standard Marking for Shipment and Storage, including bar code markings.

[End of Clause]

36 52.247-4004 (TACOM)

MARKING REQUIREMENTS FOR EXPORT SHIPMENT

(a) Unless otherwise directed, shipment items under this contract in following order of priority:

FEB/1998

Notwithstanding other requirements in this contract with respect to marking of shipments, all shipments moving through air or water terminals to destinations outside the U.S.A. will be marked in accordance with the requirements of DOD 4500.32-R, Military Standard Transportation and Movement Procedures (MILSTAMP), MIL-STD-129, Military Standard Marking for Shipment and Storage, and ANSI/AIM-BC 1. The Contractor agrees to use Government-supplied DD Forms 1387 (Military Shipment Labels) or DD Forms 1387-1 (Military Shipping Tags) for such shipments, as appropriate per the guidance in MIL-STD-129, and agrees to comply with shipping and marking instructions issued by the Administrative Contracting Officer (ACO). The proper marking of export shipments as discussed herein must be accomplished in conjunction with the requirements of FAR 52.247-52, CLEARANCE AND DOCUMENTATION REQUIREMENTS-SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS, which is included elsewhere in this contract.

[End of Clause]

37 52.247-4005 (TACOM) SHIPMENT OF SUPPLIES AND DETENTION OF CARRIER'S EQUIPMENT

FEB/2002

(1) Government Bill(s)/Commercial of Lading or US Postal Services;

- (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
- (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.
- (b) The Contractor will request:
 - (1) Government Bills of Lading and
- (2) Routing and other instructions, including MILSTAMP (Military Standard Transportation and Movement Procedure), as to the methods of shipment to be followed by the Contractor, or
- (c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

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38 52.247-4016 HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS JUL/2002 (TACOM)

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEBILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]